Annexure – 5

JV/Consortium Agreement/Memorandum of Understanding

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

This JV/Consortium Agreement/Memorandum of Agreement is executed at BANGALORE on this __ day of _____, 2024

BETWEEN

Mr. _____ R/o _____ OR

M/s_____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ acting through its

_____ duly authorized by a resolution of the Board of Directors dated ____ (hereinafter referred to as the "LEAD MEMBER" which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. _____ R/o_____ OR M/s

_____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ("Participant member") which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

Mr. _____ R/o _____ or M/s _____, a company incorporated under the Companies Act, 1956 and having its Registered office at _____ and acting through its , duly authorized by a resolution of the Board of Directors dated _____ _____ (hereinafter referred to as the ("Participant member") which expression unless excluded by or repugnant to the subject or con- text be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

Whereas BANGALORE Metro Rail Corporation Limited (hereinafter referred to as "BMRCL") has invited Bids for the "....." in terms of the Tender documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by BMRCL for participating in the bid by the Consortium for which the Bid has been floated by BMRCL.

AND WHEREAS in terms of the Tender documents both the parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS both the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Tender process for "……" in terms of the Bid invited by BANGALORE Metro Rail Corporation Ltd., (BMRCL).

2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by BMRCL for awarding the Tender to the Consortium so that the Consortium may take up the aforesaid "……" (name of work) in case the Consortium turns out to be the selected Bidder in the bid being invited by BMRCL for the said purpose.

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre- qualification/ eligibility criteria stipulated for a Bidder, to participate in the bid for the said Tender process for "……"

4. That the Consortium have agreed to nominate _____,_____ and _____ as the **common representative (Leader)** who shall be authorized to represent the Consortium for all intents and purposes for dealing with BMRCL and for submitting the bid as well as doing all other acts and things necessary for submission of Tender documents such as Bid Application Form etc., Mandatory Information, Financial Bid, Etc., to incur liabilities and receive payments and such other documents as may be necessary for this purpose.

5. That the share holding of the members of the Consortium for this specified purpose shall be as follows:

   (i) The Lead Member shall have _____per cent (___%) of shareholding with reference to the Consortium for this specified license agreement.

   (ii) The Participant Member - 1 shall have __(___%) of shareholding with reference to the Consortium for this specified license agreement.

   (iii) The Participant Member - 2 shall have ___(__%) of shareholding with reference to the Consortium for this specified license agreement.

6. That in order to fulfill the requirement of the allotment process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as shareholders to the extent of their respective shareholding for the purpose of formation of a Special Purpose Vehicle (SPV) through which the Consortium proposes to undertake the work.

7. That in case to meet the requirements of Tender documents or any other stipulations of BMRCL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

8. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

9. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Vehicle to be got incorporated by the Consortium Members to meet the requirements and stipulations of BMRCL.

10. The members regardless of their respective share of the Contract works, are jointly and severally responsible for the fulfillment of the contract together with all obligations and liabilities under and arising from the Contract.

11. The MoU shall also include Roles and responsibilities of each member of the JV/Consortium.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (_____)	2.(_____)	3. (_____)
Authorized Signatory	Authorized Signatory	Authorized Signatory
(_____)	(_____)	(_____)
For (Name of company)	For (Name of company)	For (Name of company)

Enclosure: Power of Attorney along with Board resolution of each of the Consortium Members authorizing:

(i) Execution of the Consortium Agreement, and
(ii) Appointing the authorized signatory for such purpose.